

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

CAMILLE FEHRING,

Plaintiffs,

Case No.: 21-CV-0001

v.

SHOREWOOD SCHOOL DISTRICT
and ABC INSURANCE COMPANY,

Jury Trial Demanded

Defendant.

JOINT PRELIMINARY PRETRIAL 26(f) REPORT

1. Pursuant to Rule 26(f), Fed. R. Civ. P., and the Court's Order, Plaintiff's counsel, Carlos R. Pastrana, and Defendants' counsel, Devin S. Hayes, conferred by telephone on July 9, 2021 with regards to the contents of this proposed discovery plan.

2. Pre-discovery disclosures. The parties, by **August 20, 2021**, will exchange the information required by Fed. R. Civ. P. 26(a)(1); Supplementations are due as required and in accordance with the provisions of Rule 26(e).

3. Discovery plan. The parties jointly propose to the Court the following Discovery plan:

a. Discovery is necessary on the following subjects:

i. The facts and circumstances related to Plaintiff's claims of race and disability discrimination and retaliation and the affirmative defenses raised by Defendants.

ii. Defendant Shorewood School District's policies and procedures, including but not limited to those regarding performance, performance evaluations, and anti-discrimination.

iii. The facts and circumstances related to Plaintiff's employment with Defendant Shorewood School District, including but not limited to her performance and conduct.

iv. The facts and circumstances related to Plaintiff's peers, including but not limited to their race, performance, seniority, and educational and professional background.

v. The facts and circumstances related to Plaintiff's alleged damages and the affirmative defenses raised by Defendants, including all interim earnings by Plaintiff.

b. The parties propose the following dates for scheduling:

i. **August 31, 2021** – deadline for amendment of pleadings.

ii. **December 3, 2021** – deadline for non-expert discovery.

iii. **December 17, 2021** – deadline for Plaintiffs to name expert witnesses, if any, and provide written reports as provided by Fed. R. Civ. P. 26(a)(2).

iv. **February 25, 2022** – deadline for Defendants to name expert witnesses, if any, and provide written reports as provided by Fed. R. Civ. P. 26(a)(2).

v. **April 11, 2022** – deadline for filing of any dispositive motions.

vi. Depositions of Experts should be taken within forty-five (45) days of designation. Unless otherwise stipulated, disclosure of experts will include a report fully in compliance with Rule 26(a)(2)(B).

vii. Any motion challenging the qualifications of a designated expert must be made within forty-five (45) calendar days after the deposition of that expert.

c. The parties anticipate that discovery and production of electronically stored information ("ESI") may take place. The parties agree to implement measures to preserve

any such ESI. The parties will work together to agree to procedures and costs of production of ESI. No issues have arisen to date related to production of ESI.

d. No issues have arisen with regard to claims of privilege and/or work product. In the event that such an issue arises, the parties will work together to address before bringing the issue to the Court.

e. The parties do not believe there is a need for any limitations on discovery imposed, and that discovery can be governed by the Federal and Local Rules.

f. These parties do not believe there are any other issues to be addressed by the Court at this time.

ADDITIONAL INFORMATION REQUIRED BY COURT.

1. **Case Summary:** This is a discrimination and retaliation claim. Plaintiff Camille Fehring worked for Defendant Shorewood School District. Plaintiff alleges that, while under Defendant's employ, she was discriminated against on the basis of her race and purported disability (a broken foot, anxiety, and depression) when Defendant Shorewood School District fostered and/or tolerated disparate treatment against her, both by its agents and Plaintiff's peers, and when it decided to not renew her contract. Plaintiff alleges that this unlawful discrimination was in violation of her rights under Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), as amended; 42 U.S.C. 1981; and the American with Disabilities Act, 42 U.S.C. 12101, as amended by the American with Disabilities Act Amendments Act of 2008.

Specifically, Plaintiff Camille Fehring alleges that Defendant Shorewood School District treated her worse than it treated her White and non-disabled peers in the terms and conditions of her employment, even though she was the most-experienced second

grade teacher at Atwater Elementary School, and even though her performance was – by Shorewood School District’s own admission – outstanding.

Plaintiff Camille Fehring also alleges that Shorewood School District unlawfully retaliated against her for complaining about Shorewood School District’s unlawful discrimination against her on the basis of her race and disability, by monitoring her after-hours posts on social media and verbally admonishing her and evaluating her performance negatively on the basis of these posts, even though Plaintiff never mentioned anyone from Shorewood School District in those posts, Shorewood School District’s policies did not allow for this, and Plaintiff’s White and non-disabled peers were not similarly admonished or evaluated nor were their social media posts monitored. Plaintiff alleges that this unlawful retaliation was in violation of her rights under Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), as amended; 42 U.S.C. 1981; and the American with Disabilities Act, 42 U.S.C. 12101, as amended by the American with Disabilities Act Amendments Act of 2008.

Plaintiff Camille Fehring alleges that Defendant Shorewood School District’s stated rationale for the non-renewal of her contract is a pretext cloaking a discriminatory and/or retaliatory *animus*. As mentioned, Plaintiff was the most-experienced second grade teacher at her school and her performance was outstanding. Additionally, Shorewood School District only alluded to Plaintiff’s performance as a justification for the non-renewal after she revoked her consent to the settlement agreement offered to her.

As a direct and proximate cause of Defendant Shorewood School District’s actions in discriminating against her on the basis of her race, Plaintiff Camille Fehring alleges that she has suffered compensatory damages, including, but not limited to, emotional distress

and physical harm, mental anguish, loss of reputation, loss of past wages, loss of future wages, loss of benefits, attorneys' fees, costs, and other expenses as allowed by law.

Defendant denies Plaintiff's allegations and asserts various affirmative defenses to Plaintiff's claims in its Answer, ECT No. 8. Among other defenses, Defendant contends that Plaintiff was non-renewed for legitimate, non-discriminatory reasons in accordance with Defendant's policies and procedures, and that Plaintiff was in no way retaliated against for any complaints about unlawful discrimination.

2. **Amendments:** At this time, the parties do not know if they will request to amend the pleadings in any way, but have identified **August 31, 2021** as the deadline for making any such amendments without leave of the Court.

3. **Contemplated Motions:** Defendants intend to file motions for summary judgment and for a protective order for any personnel records other than Plaintiff's.

4. **Other Matters:** None.

Dated this 13th day of July, 2021.

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